

Erik Neunhoffer

July 02, 2024

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
GALVESTON DIVISION

**EXHIBIT**  
**1**

GLANDER INTERNATIONAL :  
BUNKERING, INC. :  
Plaintiff, :  
:  
v : C.A.NO. 3:23-cv-0001  
: IN ADMIRABILITY,  
: Rule 9(h)  
NUSTAR ENERGY SERVICES, INC. :  
Defendant. :

ORAL AND VIDEO DEPOSITION OF  
ERIK NEUNHOFFER  
JULY 2, 2024  
(Reported Remotely)

Oral and Video deposition of Erik Neunhoffer,  
produced as a witness at the instance of Plaintiff, and  
duly sworn, was taken in the above-styled and numbered  
cause on July 2, 2024, from 11:04 a.m. to 12:47 p.m.,  
before Jennifer Ivanic, Notary Public, in and for the  
State of Texas, reported by machine shorthand method,  
pursuant to the Federal Rules of Civil Procedure, and  
the provisions stated on the record or attached hereto.

A P P E A R A N C E S

FOR THE PLAINTIFF:  
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FOR DEFENDANT:  
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BLAKE BACHTEL, ESQ

ALSO PRESENT:

Jennifer Ivanic, Court Reporter and Notary Public  
Daniel Long, Videographer

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1 Q. So as an initial sort of understanding  
2 between us, do you agree that the bunkers that were  
3 delivered to the vessel, Clipper Enyo, were, in fact,  
4 off-spec or did not otherwise meet the contractual  
5 specification?

6 A. Yes.

7 Q. Thank you for that. That will save us some  
8 questions.

9 Now sometimes I may refer to the vessel.  
10 When I say "vessel," I'm referring to the Clipper Enyo,  
11 which was the vessel that received the bunkers. You  
12 understand that, correct?

13 A. Yes. Enyo, yes.

14 Q. Enyo. Let me start going. I have four or  
15 five exhibits today that I want to go through with you.  
16 And we're going to try to put them up on the -- on the  
17 screen for you, but I can represent to you, you're  
18 familiar with all these documents. They consist of the  
19 nomination, the sales agreement, maybe the delivery  
20 receipt, and at the end there is going to be a string  
21 of emails that were between my client and NuStar when  
22 the problem became apparent.

23 So just going through chronologically --  
24 let -- before I do that, let me ask another question.  
25 This was not the first transaction that NuStar did with

P R O C E E D I N G S

VIDEOGRAPHER: We're now on the record, and this begins Media Number 1 in the video deposition of Erik Neunhoffer in the matter of Glander International Bunkering, Inc. versus NuStar Energy Services, Inc. in the United Stated District Court, Southern District of Texas, Galveston Division.

Today's date is July 2nd, 2024, and time on the monitor is 11:04 a.m. This deposition is being taken remotely, via Zoom conference. The witness is appearing from San Antonio, Texas, at the request of Royston, Rayzor, Vickery & Williams, LLP. The videographer today is Daniel Long with Magna Legal Services. And the court reporter today is Jennifer Ivanic of Magna Legal Services.

Will counsel and all parties present, state their appearance and whom they represent.

MR. GEORGANTAS: Dimitri Georgantas and Blake Bachtel for the plaintiff.

MR. GALLANT: Walter Gallant for NuStar Energy.

VIDEOGRAPHER: Will the court reporter, please swear in the witness.

COURT REPORTER: Yes.

Mr. Neunhoffer, will you please raise your

1 Q. (BY MR. GEORGANTAS) What's your  
2 understanding of the disagreement?

3 A. That aluminum and silicone were high or  
4 outside of ISO spec, and that there is a -- that  
5 Glander is seeking remedy to that. They claimed us for  
6 it.

7 Q. For all the costs associated with that claim,  
8 correct?

9 A. I don't know exactly what all the costs  
10 they're -- they're -- they're claiming for. I don't  
11 know what they're all -- what they are pursuing  
12 completely.

13 Q. Well, who would know that from NuStar?

14 A. Likely, Andy.

15 Q. Okay. Continuing with that sentence, do you  
16 have any information that Glander's rejection of the  
17 marine fuel or the bunkers was -- was wrongful in the  
18 circumstances?

19 MR. GALLANT: Objection. Lack of  
20 foundation.

21 You can answer, Erik.

22 A. No, I don't know.

23 Q. (BY MR. GEORGANTAS) Well, we -- we know that  
24 the bunkers were off-spec. They were bad bunkers,  
25 correct?

1 A. Yes.

2 Q. And the vessel did not use them, so they were  
3 basically rejected, correct?

4 A. Yes.

5 Q. Do you consider that rejection to be wrongful  
6 that the -- that Glander and/or the vessel did not want  
7 to use off-spec bunkers?

8 A. I don't have an opinion on that.

9 Q. So you think they should have gone ahead and  
10 used them, even though they were off-spec?

11 A. I'm not -- I'm not a technical -- I'm not an  
12 engineer. I'm not a chief engineer. I just -- I  
13 just -- I couldn't speak to that.

14 Q. Well, it's not a chief engineer question.  
15 We're talking about off-spec bunkers. We've agreed on  
16 that, correct?

17 A. Yes.

18 Q. And the buyer in this case, Glander, and  
19 their customer rejected them because they were  
20 off-spec, correct?

21 A. Correct.

22 Q. So do you think that rejection was wrongful  
23 per the language of your terms and conditions that they  
24 rejected off-spec bunkers?

25 MR. GALLANT: Objection. Lack of

1 foundation.

2 A. I really just don't feel comfortable  
3 answering that because I just -- I don't know. There  
4 is -- there could be other avenues I can't speak to  
5 technically, operationally. I just -- I don't know.  
6 There's a number of different things that could have  
7 happened.

8 Q. (BY MR. GEORGANTAS) Do you have any  
9 information whether the buyer in this case, Glander,  
10 was in violation of this agreement?

11 A. I don't know.

12 Q. So you don't know -- you don't have any  
13 information? If you -- if you had some, you would tell  
14 me, right?

15 A. I would think so.

16 Q. Right. So the answer is -- is no?

17 A. To my knowledge, right now I -- repeat the  
18 question again, please.

19 Q. The question was -- and, of course, to your  
20 knowledge whether the -- the buyer in this case,  
21 Glander, did anything to violate this agreement?

22 MR. GALLANT: Objection. Form. Lack  
23 of foundation.

24 A. I don't know if they did.

25 Q. (BY MR. GEORGANTAS) Well, if you had any